

CITY OF LOS ANGELES

CALIFORNIA

Seleta J. Reynolds
GENERAL MANAGER



ERIC GARCETTI
MAYOR

DEPARTMENT OF TRANSPORTATION

100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

San Pedro
Lot # 735

TEMPORARY ENTRY AND USE PERMIT NO. P1740-735

THIS TEMPORARY ENTRY AND USE PERMIT, made by and between the City of Los Angeles, a municipal corporation, through its Department of Transportation, hereinafter designated "Permitter," and San Pedro Property Owners' Alliance, hereafter designated "Permittee."

WITNESSETH:

That, for and in consideration of the performance of the agreements and conditions set forth herein, Permitter grants to Permittee permission to use those certain premises in the City of Los Angeles, County of Los Angeles, State of California, that comprise City-owned Municipal Parking Lot 735, located at 396 W. 6th Street in San Pedro (Council District 15), as shown on the print marked Exhibit "A" which exhibits are attached hereto and by this reference incorporated herein, for all purposes herein set forth at length.

It is understood and agreed between the parties hereto, that this Permit is granted upon the following terms and conditions:

PURPOSE:

1. That the premises shall be used by the Permittee for the set-up of tables, chairs, and a beer garden for The Dia de Los Muertos Festival. The parking lot shall be used for no other purpose without the written consent of the Permitter being first had and obtained.

DATE AND PERMIT FEE:

2. This Permit shall be valid from:

8:00 AM to 10:00 PM on October 29, 2017.

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Permittee has agreed to clean the areas of any debris and to return the facilities to their original condition. Permittee has agreed to pay in advance, a refundable five hundred dollar (\$500.00) cleaning and security deposit. Permittee agrees to pay a non-refundable amount of two hundred nineteen dollars and fifty-six cents (\$219.56) to Permitter for Lost Meter Revenue, Administrative Fee and Sign Posting. Two (2) checks in the amounts of \$500.00 and \$219.56 for deposit and permit fees respectively, are due prior to the issuance of the permit.

OPERATIONS TO BE LAWFUL:

3. Permittee agrees at all times to conduct Permittee's operations in full conformity with all laws, ordinances and requirements of all governmental authorities.

INDEMNIFICATION:

4. Permittee undertakes and agrees to defend, indemnify and hold harmless Permitter and any and all of Permitter's Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Permittee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions willful misconduct incident to the performance of this Agreement on the part of Permittee or sub-contractor of any tier.

LICENSE ONLY:

5. This permit is a license only and is personal to Permittee and shall not be construed as conveying any interest whatsoever in or to real property.

INSPECTION:

6. Permittee represents that Permittee has inspected said premises and knows the condition thereof and accepts them in their present condition.

REMOVAL OF IMPROVEMENTS:

7. All property of any kind or nature whatsoever placed on said premises by Permittee may be removed by Permittee prior to termination of this permit. Such removal shall be performed in such a manner as not to impair the value of the premises or leave a nuisance or dangerous or defective condition existing thereon. In the event Permittee shall fail to remove said property, Permitter may remove the same and dispose thereof as it sees fit, and Permittee agrees to sell, assign, transfer and set over to Permitter all Permittee's right, title and interest therein for the sum of \$1. Permittee further agrees that should Permitter remove the same as above provided, that Permittee will pay to Permitter, upon demand, the cost of such removal, plus the cost of transportation and disposition thereof.

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REVOCACTION:

8. This permit may be revoked or terminated by either Permitter or Permittee, at any time, by serving, either personally or by mail, a written notice at least ten days prior to the date set forth in said notice for such termination.

NOTICES:

9. Any notices which are required hereunder, or which either Permitter or Permittee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States Mail, postage prepaid, registered, return receipt requested, addressed to Permittee at 390W. 7th Street, San Pedro, CA 90731 or addressed to Permitter at 100 S. Main Street, 10th floor, Los Angeles, CA 90012, Attention: Rauhman Lavergne.

RELOCATION ASSISTANCE:

10. Permittee acknowledges that Permittee is not entitled to any relocation assistance or any other benefits under the Uniform Relocation Act of any other provisions of law which confers benefits upon a tenant of public property or property acquired by the public upon the termination of a rental or lease hold.

INSURANCE:

11. Permittee shall furnish Permitter with evidence of General Liability insurance in an amount not less than \$1,000,000 including an alcohol beverage rider and Workers' Compensation Insurance in an amount not less than \$1,000,000 in accordance with the attached schedule marked Exhibit "B" or a completed Waiver of Workers' Compensation Insurance.

PREMISES CONDITION:

12. Permittee shall return premises to its original condition, including removal of debris from the premise.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of October, 2017.

PERMITTEE

San Pedro Property Owners' Alliance

By: _____ Date: _____
Lorena Parker
Executive Director

PERMITTOR

City of Los Angeles
Department of Transportation

By: _____ Date: _____
Belkis Del Valle
Parking Facilities Division

Approved as to Form and Legality:
Michael N. Feuer, City Attorney

By: _____ Date: _____
Michael Nagle
Deputy City Attorney IV